

AG Contract No. KR97 2829TRN
ADOT ECS File: JPA 97-221
Project: SS386 01C
Section: Houston Mesa Road

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
GILA COUNTY, ARIZONA

THIS AGREEMENT is entered into 5 February, 1998, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and GILA COUNTY acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Congress has authorized appropriations for, but not limited to, the design of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the County has been selected by the County and has been submitted to the Federal Highway Administration ("FHWA") for approval.

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

NO. 22/89
Filed with the Secretary of State
Date Filed: 02/05/98
Petrey Bayless
Secretary of State

By: Vernon L. Haenewald

6. The work embraced by this agreement and the estimated project costs are as follows: Upgrade Traffic Signals.

Estimated Project Cost (incl. 15% CE Cost)	\$1,157,122.00
Surcharge of 5%	\$ 57,856.00
Subtotal	\$1,214,978.00
Federal Aid Funds @ 94.3%	\$1,145,724.00
Gila County Funds	\$ 69,254.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State with the aid and consent of the County and the FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA, award the contract, enter into a contract with a firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction. The State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the County shall be obligated to incur any expenditure in excess.

2. Prior to the solicitation of bids, the County shall deposit funds with the State in the amount determined to be necessary to match federal funds in the ratio required.

3. The County shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The County shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The County shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the County.

6. The County will provide personnel to supervise construction. Upon completion of construction, the County shall provide for, at its own cost and as an annual item in its budget, proper maintenance, including, but not limited to, signs, islands, curbs and markings necessary for the purpose of regulating, warning and guiding traffic.

7. The County shall mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

8. By such regulation as it may by ordinance provide, the County shall regulate parking and not permit vehicles to be left on the street in any manner other than at and parallel with the curb and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering and construction in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the design, construction and construction engineering work covered by this agreement is to be borne by FHWA and County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, County agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

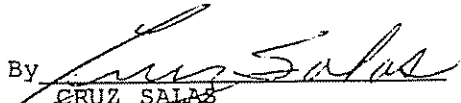
Gila County
County Administrator
1400 E. Ash Street
Globe, AZ 85501


9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

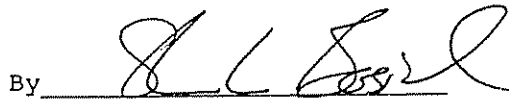
GILA COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
CRUZ SALAS
Chairman

By 
PETER L. ENO
Contract Administrator

ATTEST

By 
STEVEN BESICH
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 3rd day of December 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Gila County for the purpose of defining responsibilities for the design, construction and maintenance of improvements to Houston Mesa Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Larry S. Bonine, Director

BOARD OF SUPERVISORS

GILA COUNTY, ARIZONA

Date: January 13, 1998

CRUZ SALAS

Chairman

STEVEN L. BESICH

Clerk of the Board

RONALD A. CHRISTENSEN

Vice-Chairman

By: Marian Sheppard

Deputy Clerk

EDWARD G. GUERRERO

Member

Sitting in: Globe, AZ

(Gila Cty. Courthouse)

PRESENT: Cruz Salas, Chairman; Ronald A. Christensen, Vice-Chairman; Edward G. Guerrero, Member; Steven L. Besich, County Administrator/Clerk; and, Mark Gunning, Deputy County Attorney.

The Gila County Board of Supervisors met in Special Session this date. Terry Bolling led the Pledge of Allegiance and Dixie Mundy delivered the Invocation.

Before the meeting began, the Board of Supervisors presented the Employee of the Month award to Sue Anderson, Accounting Clerk, of the Finance Department for the month of January.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Guerrero, the Board unanimously approved the Finance Report of \$17,098.19 disbursed for County expenses by Claim Nos. X088702 through X088756 and X244690 through X244782, and paid during the period of January 6, 1998 through January 12, 1998, inclusive. Also approved for the same reporting period was the Finance Report of \$447,724.41 disbursed for County expenses by Claim Nos. X088757 through X088978 and X244783 through X245090.

Steve Besich presented an update of the AHCCCS/ALTCS legislative issue. The State Legislature convened on January 12th for its 1998 regular session. Mr. Besich, "Hopefully a number of people listened to Governor Hull's

Attorney has raised some objection to item number one under 'Miscellaneous Provisions'. This is a standard State agreement. It's been in place for fifteen years, which we have signed once before when we did the Houston Mesa bridge, first crossing. It's basically the State's way of covering itself saying, 'Yes, we do administer the cost, but no, we are not responsible for the roadway.' The County is responsible for its own roadways...." Vice-Chairman Christensen addressed the County Attorney's concern and upon further discussion between Mr. Byall and members of the Board, it was agreed that the language in the Intergovernmental Agreement sufficiently indemnified Gila County. Upon motion by Vice-Chairman Christensen, seconded by Supervisor Guerrero, the Board unanimously approved the Intergovernmental Agreement.

Chairman Salas presented item number ten, which was a request to review a bid to purchase land held by the State under tax deed for tax parcel 206-23-037B. The Deputy Clerk opened the sealed bid and presented it to Chairman Salas. Chairman Salas, "We have a bid offer of \$300; the bidder is Mr. Lawrence P. Lemons. We have taxes due on this of \$111.38; interest and penalties of \$158.47; and, publication fees of \$200, for a total due of \$469.85." At this time Chairman Salas requested any other bids. No response was received. Upon motion by Supervisor Guerrero, seconded by Vice-Chairman Christensen, the Board unanimously accepted Mr. Lemon's bid of \$300 on tax parcel 206-23-037 B.

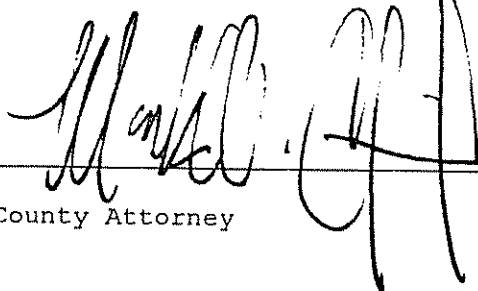
Upon motion by Supervisor Guerrero, seconded by Vice-Chairman Christensen, the Board unanimously approved the Consent Agenda which consisted of minutes from the December 16, 1997 and December 30, 1997 meetings, and monthly departmental activity reports.

Upon motion by Supervisor Guerrero, seconded by Vice-Chairman Christensen, the Board convened into Executive Session at this time to discuss payment to various hospitals for medically indigent patient costs. The Executive Session ended at approximately 1:00 p.m.

APPROVAL OF THE GILA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and GILA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 20 day of January, 1998



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2829TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE January 30, 1998.

GRANT WOODS
Attorney General

A handwritten signature in black ink, which appears to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/10181

Enc.